

TITLE 83: PUBLIC UTILITIES
CHAPTER I: ILLINOIS COMMERCE COMMISSION
SUBCHAPTER c: ELECTRIC UTILITIES

PART 467

ELECTRIC INTERCONNECTION OF LARGE DISTRIBUTED GENERATION FACILITIES

Section

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AUTHORITY: Implementing Section 16-107.5 of the Public Utilities Act [220 ILCS 5/16-107.5] and authorized by Sections 16-107.5 and 10-101 of the Public Utilities Act [220 ILCS 5/16-107.5 and 10-101].

SOURCE: Adopted at __ Ill. Reg. _____, effective _____.

Section 467.10 Scope

The Illinois Large Distributed Generation Interconnection Standard applies to any generation facility operated in parallel with an electric public utility distribution company in Illinois and whose nameplate capacity is greater than 10 MVA (large distributed generation facility), provided that the distributed generation facility is not subject to the interconnection requirements of either the Federal Energy Regulatory Commission (FERC) or the applicable Regional Transmission Organization (RTO) (either Midwest Independent Transmission System Operator, Inc. (MISO) or PJM Interconnection, LLC (PJM)).

Section 467.20 Definitions

Terms defined in Section 16-102 of the Public Utilities Act (Act) [220 ILCS 5/16-102] shall have the same meaning for purposes of this part as they have under Section 5/16-102 of the Act, unless further defined in this Part. The following words and terms, when used in this Part, have the following meanings unless the context indicates otherwise:

“Adverse system impact” means a negative effect that compromises the safety or reliability of electric distribution or transmission systems or that materially affects the quality of electric service provided to customers. An adverse system impact shall take into consideration all higher queued requests in all of the EDC’s interconnection queues, whether transmission, distribution subject to the jurisdiction of the Commission, or subject to the jurisdiction of another state regulatory authority.

“Affected system” means an electric system, other than the EDC’s distribution system with which the distributed generation facility is to be directly connected, that could suffer an adverse system impact from the proposed interconnection.
~~An adverse system impact shall take into consideration all higher queued requests in all of the EDC’s interconnection queues, whether transmission, distribution subject to the jurisdiction of the Commission, or subject to the jurisdiction of another state regulatory authority.~~

“Applicant” means a person (or entity) who has submitted an interconnection request to interconnect a distributed generation facility to an EDC’s electric distribution system.

“Business day” means Monday through Friday, excluding State and federal holidays.

“Calendar day” means any day, including Saturdays, Sundays and State and federal holidays.

“Certificate of completion” means a certificate, in a form approved by the Commission, that contains information about the interconnection equipment to be used, its installation and local inspections (see Appendix A).

“Commissioning test” means a test applied to a distributed generation facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts and performs to the submitted specifications.

“Distributed generation facility” means the equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system. A distributed generation facility typically includes an electric generator, a prime mover, and the interconnection equipment required to safely interconnect with the electric distribution system or local electric power system.

“Electric distribution company” (EDC) means any electric utility subject to the jurisdiction of the Commission.

“Electric distribution system” means the facilities and equipment owned and operated by the EDC and used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally operate at less than 100 kilovolts of electricity. “Electric distribution system” has the same meaning as the term “Area EPS,” as defined in Section 3.1.6.1 of IEEE Standard 1547.

“Electric transmission system” means the facilities that are used to provide transmission service under the tariff through which open access transmission service and interconnection service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff. The voltage levels at which electric transmission systems operate differ among areas but generally operate at voltages 100 kilovolts and greater.

“IEEE Standard 1547” is the Institute of Electrical and Electronics Engineers, Inc., 3 Park Avenue, New York, NY 10016-5997, Standard 1547 (2003) “Standard for Interconnecting Distributed Resources with Electric Power Systems.” This incorporation does not include any later amendments or editions.

“IEEE Standard 1547.1” is the IEEE Standard 1547.1 (2005) “Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.” This incorporation does not include any later amendments or editions.

“Interconnection customer” means a person or entity that has a distributed generation facility interconnected to an electric distribution system.

“Interconnection equipment” means a group of components or an integrated system owned and operated by the interconnection customer that connects an electric generator with a local electric power system, as that term is defined in Section 3.1.6.2 of IEEE Standard 1547, or with the electric distribution system. Interconnection equipment is all interface equipment including switchgear, protective devices, inverters or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

“Interconnection facilities” means facilities and equipment required by the EDC to accommodate the interconnection of a distributed generation facility.

Collectively, interconnection facilities include all facilities and equipment between the distributed generation facility's interconnection equipment and the point of interconnection, including any modifications or additions necessary to physically and electrically interconnect the distributed generation facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include system upgrades.

“Interconnection request” means an applicant’s request, in a form approved by the Commission, for interconnection of a new distributed generation facility or to change the capacity or other operating characteristics of an existing distributed generation facility already interconnected with the electric distribution system.

“Interconnection study” is any study described in Section 467.70.

“Local electric power system” means facilities that deliver electric power to a load that is contained entirely within a single premises or group of premises. Local electric power system has the same meaning as in Section 3.1.6.2 of IEEE Standard 1547.

“Nameplate capacity” is the maximum rated output of a generator, prime mover, or other electric power production equipment under specific conditions designated by the manufacturer and usually indicated on a nameplate physically attached to the power production equipment.

“Parallel operation” or “parallel” means a distributed generation facility that is connected electrically to the electric distribution system for longer than 100 milliseconds.

“Point of interconnection” means the point where the distributed generation facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term “point of common coupling” defined in Section 3.1.13 of IEEE Standard 1547.

“Queue position” means the order an EDC receives a completed interconnection request relative to that specific EDC’s other interconnection requests. It is established by the date that the EDC receives the completed interconnection request.

“Scoping meeting” means a meeting between representatives of the applicant and EDC conducted for the purpose of discussing interconnection issues and exchanging relevant information.

“Standard agreement for interconnection of distributed generation facilities with a capacity more than 10 MVA” means a standard interconnection agreement

applicable to interconnection requests for large distributed generation facilities. (see Appendix C).

“System upgrade” means a required addition or modification to the electric distribution or transmission system to accommodate the interconnection of the distributed generation facility. System upgrades do not include interconnection facilities.

~~“Transmission provider” means the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce which provides transmission service under the tariff, through which, open access transmission services and interconnection services are offered, as filed with FERC, and as amended or supplemented, from time to time, or any successor tariff.~~

~~“Transmission upgrade” means a required addition or modification to the electric transmission system to accommodate the interconnection of the distributed generation facility. Transmission upgrades do not include interconnection facilities.~~

“Witness test” means a verification by the EDC either by on-site observation or review of documents that the interconnection installation evaluation required by the applicable technical standards have been performed.

Section 467.30 Waiver

- a) The Commission, on application or petition of an EDC, distributed generation applicant or customer, or on its own motion, may grant a temporary or permanent waiver from this Part, or any subsections contained in this Part, in individual cases where the Commission finds that:
 - 1) the provision from which the waiver is granted is not statutorily mandated;
 - 2) no party will be unreasonably injured by the granting of the waiver; and
 - 3) the rule from which the waiver is granted would, as applied to the particular case, be unreasonably burdensome.
- b) The party seeking the waiver shall bear the burden of proof to establish the right for a waiver.

Section 467.40 Technical standards

The EDC shall use relevant technical interconnection standards adopted by the applicable regional transmission organization (RTO). If such standards do not exist, the parties shall

negotiate adjustments or modifications to IEEE Standard 1547 that are necessary due to electric system conditions or constraints, or to unique generator characteristics.

Section 467.50 Interconnection request review

- a) Applicants seeking to interconnect a distributed generation facility, or to revise a distributed generation facility that has already been interconnected, shall submit an interconnection request to the EDC that owns the electric distribution system to which interconnection is sought. Applicants shall use the interconnection request form included as Appendix B. The EDC may require additional information from the Applicant if the EDC can demonstrate that the additional information is necessary in order for the EDC to conduct its review under these procedures.
- b) The application fee is specified in the interconnection application form (see Appendix B).
- c) Interconnection requests may be submitted electronically, if agreed to by the parties.
- d) If the timelines provided in these procedures cannot be met due to the unique characteristics of the proposed facility, parties shall negotiate timelines that differ from those established in these procedures. Alternative timelines may be needed to account for project complexities, personnel requirements or other outside factors regarding a particular project. If a mutual agreement is not reached, parties may use the dispute resolution procedures ~~provide for~~ in Section 467.80.

Section 467.60 General requirements

- a) When an interconnection request for a distributed generation facility includes multiple energy production devices at a site for which the applicant seeks a single point of interconnection, the interconnection request shall be evaluated on the basis of the aggregate nameplate capacity of the multiple devices.
- b) When an interconnection request is for an increase in capacity for an existing distributed generation facility, the interconnection request shall be evaluated on the basis of the new total nameplate capacity of the distributed generation facility.
- c) EDCs shall designate a point of contact and provide contact information on its website. The point of contact shall be able to direct applicant questions concerning interconnection request submissions and the interconnection request process to knowledgeable individuals within the EDC.

- d) The information that the EDC makes available to potential applicants can include prior EDC studies to help applicants understand whether it is feasible to interconnect a distributed generation facility at a particular point on the EDC's electric distribution system. However, the EDC can refuse to provide the information to the extent that providing it violates security requirements or confidentiality agreements, or it is contrary to State or federal law. In appropriate circumstances, the EDC may require a confidentiality agreement prior to release of this information. If the EDC refuses to provide the requested information, it shall give written notice to the applicant requesting the information, which shall include the specific reasons that preclude sharing the requested information.
- e) After an interconnection request is deemed complete by the EDC, any modification that is not agreed to by the EDC requires submission of a new interconnection request.
- f) When an applicant is not currently a customer of the EDC at the proposed site, the applicant shall provide, upon EDC request, proof of the applicant's legal right to control the site, evidenced by the applicant's name on a property tax bill, deed, lease agreement or other legally binding contract.
- g) The EDC or the applicant may propose a single point of interconnection for multiple distributed generation facilities located at an interconnection customer site that is on contiguous property. If the applicant rejects the EDC's proposal for a single point of interconnection, the applicant shall pay any additional cost to provide a separate point of interconnection for each distributed generation facility. If the EDC, without written technical explanation, rejects the customer's proposal for a single point of interconnection, the EDC shall pay any additional study cost to provide separate points of interconnection for each distributed generation facility.
- h) The interconnection customer shall allow the EDC to isolate the distributed generation facility. The interconnection customer shall permit the EDC to affix a placard in a location of its choosing that provides instructions to EDC operating personnel for accessing the isolation device. If the EDC needs to isolate the distributed generation facility, the EDC shall not be held liable for any damages resulting from the actions necessary to isolate the generation facility as long as the EDC is not negligent in isolating the distributed generation facility. Isolation device specifications shall be established through the study review procedures at Section 467.70.
- i) Any metering required for a distributed generation interconnection shall be installed, operated, and maintained in accordance with applicable EDC tariffs and agreements. Metering requirements must be identified in the distributed generation interconnection agreement executed between the interconnection customer and the EDC.

- j) Monitoring and control requirements shall be consistent with the EDC's published requirements, which shall be consistent with industry standards, and shall be clearly identified in the interconnection agreement between the interconnection customer and the EDC. ~~A+~~Transfer trip shall not be considered EDC monitoring and control when required and installed to protect the electric distribution or transmission system, or an affected system, against adverse system impacts.
- k) The EDC may require a witness test after the distributed generation facility is constructed or after revisions are completed. The applicant shall provide the EDC with at least 15 business days notice of a planned witness test. The applicant and EDC shall schedule the witness test at a mutually agreeable time. Any disputes between the parties as to what constitutes a witness test shall be resolved under Section 467.80. If the distributed generation facility does not satisfactorily pass the witness test, the applicant shall be granted 30 business days after the date of the witness test or dispute resolution to address and resolve any deficiencies. The time period for addressing and resolving any deficiencies may be extended upon the mutual agreement of the EDC and the applicant prior to the end of the 30 business days. An initial request for extension shall not be denied by the EDC; subsequent requests may be denied. If the applicant fails to address and resolve the deficiencies, the interconnection request shall be deemed withdrawn. Even if the EDC or an entity approved by the EDC does not witness a commissioning test, the applicant remains obligated to satisfy the relevant interconnection test specifications and requirements.
- l) When an interconnection request is for modifications to an existing distributed generation facility, the EDC shall review the interconnection request to determine if any studies are necessary. If no studies are necessary, the EDC shall inform the applicant that the requested revisions are acceptable and can proceed without further analysis by the EDC. The provisions of this Part 467 shall continue to apply to any revisions made to the existing distributed generation facility.

Section 467.70 Interconnection review procedures

- a) The applicant submits an interconnection request using Appendix ~~A~~B, along with the application fee specified therein.
- b) Within 10 business days after receipt of an interconnection request, the EDC shall notify the applicant as to whether the request is complete. When the interconnection request is not complete, the EDC shall provide the applicant with a written list detailing the information required to complete the interconnection request. Where additional information is necessary and reasonable, the applicant and the EDC shall agree on a schedule to provide the required information, or the interconnection request is considered withdrawn. The parties may agree to extend the time for receipt of the additional information. The interconnection request is

deemed complete when the required information has been provided by the applicant, or the parties have agreed that the applicant may provide additional information at a later time.

- c) The queue position of an interconnection request is used to determine the cost responsibility for the system upgrades and interconnection facilities necessary to accommodate the interconnection. The EDC shall notify the applicant as to its queue position.
 - 1) If the applicant amends the interconnection request in a manner that requires the EDC re-study the feasibility or impact of the interconnection, the interconnection request shall receive a new queue position based on the date that it was amended.
 - 2) If an EDC determines that other interconnection requests may affect the same facilities on its electric distribution or transmission system as the distributed generation facility being proposed or being revised in an applicant's interconnection request, the EDC may study these requests together without regard to their queue position. If an EDC considers interconnection requests together, the EDC shall notify the applicant of that fact at the time studies are initiated. If the EDC considers two or more interconnection requests together, estimated costs allocated to each applicant shall not exceed the estimated cost associated with the interconnection request had the EDC reviewed the interconnection requests in sequence. Any additional study deadlines and cost responsibilities for upgrades to any affected systems that are not under the Commission's jurisdiction shall be governed by the interconnection rules associated with those affected systems.
- d) After the interconnection request has been assigned a queue position, the following procedures shall be followed to determine how a study review shall be conducted:
 - 1) The EDC shall offer the applicant the related study agreement forms included in Appendices C, D, and E. By mutual agreement of the parties, the scoping meeting, interconnection feasibility study, interconnection system impact study, or interconnection facilities study provided for in a study review discussed in this Section may be waived or combined.
 - 2) A scoping meeting shall be held no later than 10 business days or on a mutually agreed upon date and time after the EDC has notified the applicant that the applicant has provided all the necessary information. The meeting's purpose is to review the interconnection request and existing studies relevant to the interconnection request.

- 3) When the parties agree that an interconnection feasibility study shall be performed, the EDC shall provide to the applicant, no later than 10 business days after the parties' agreement or, if held, the scoping meeting, an interconnection feasibility study agreement (see Appendix D). The interconnection feasibility study agreement shall include an outline for the scope of the study and the study's estimated cost. If the applicant does not sign and return the study agreement within 25 business days, the application shall be deemed withdrawn and the queue position shall be forfeited.
 - 4) When the parties agree that an interconnection system impact study shall be performed, the EDC shall provide to the applicant, no later than 10 business days after the parties' agreement, an interconnection system impact study agreement (see Appendix E). The interconnection system impact study agreement shall include an outline for the study's scope and the study's estimated cost. If the applicant does not sign and return the study agreement within 25 business days, the application shall be deemed withdrawn and the queue position shall be forfeited.
 - 5) When the parties agree that an interconnection facilities study shall be performed, the EDC shall provide to the applicant, no later than 10 business days after parties' agreement, an interconnection facilities study agreement (see Appendix F). The interconnection facilities study agreement shall include an outline for the study's scope and the study's estimated cost. If the applicant does not sign and return the study agreement within 25 business days, the application shall be deemed withdrawn and the queue position shall be forfeited.
 - 6) Interconnection studies that the EDC conducts shall consider all other distributed generation facilities that, on the date the interconnection study is commenced, are directly interconnected with the EDC's electric distribution system, have a higher queue position than the request being studied, or have a valid and active interconnection agreement.
 - 7) If the applicant signs and returns an interconnection study agreement, but subsequently notifies the EDC that it will not continue with its proposed large distributed generation facility project for any reason, the EDC need not complete the study or provide the applicant with study results.
- e) The following guidelines shall govern all required interconnection studies:
- 1) An interconnection feasibility study shall include analyses to identify potential adverse system impacts that would result from the proposed interconnection.

- A) The interconnection feasibility study shall include pertinent elements from among the following:
 - i) Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - ii) Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - iii) Initial review of grounding requirements and system protection;
 - iv) Initial review of, and determination as to whether, there are adverse system impacts, as well as the nature and severity of those impacts, if any; and
 - v) Description of and nonbinding estimated cost of facilities required to interconnect the distributed generation facility to the EDC's electric distribution system in a safe and reliable manner.
 - B) If an applicant requests that the interconnection feasibility study evaluates multiple potential points of interconnection, additional evaluations may be required. Additional evaluations shall be paid for by the applicant.
 - C) An interconnection system impact study is not required when the interconnection feasibility study concludes that there is no adverse system impact, or when the study identifies an adverse system impact, but the EDC is able to identify a remedy without the need for an interconnection system impact study.
 - D) The parties shall use the interconnection feasibility study agreement included as Appendix D unless both parties agree to use an alternative form.
- 2) An interconnection system impact study evaluates the impact of the proposed interconnection on both the safety and reliability of the EDC's electric distribution and transmission system. This study identifies and sets forth in detail what system impacts interconnecting a new or revising an existing distributed generation facility to the distribution system would have on the electric distribution and transmission system, if there were no system upgrades.
- A) A distribution interconnection system impact study shall be performed when a potential adverse system impact is identified in

the interconnection feasibility study. The interconnection system impact study shall include pertinent elements from among the following:

- i) A load flow study;
- ii) Identification of affected systems;
- iii) A short-circuit analysis;
- iv) An analysis of equipment interrupting ratings;
- v) A protection coordination study;
- vi) Voltage drop and flicker studies;
- vii) A stability analysis;
- viii) Grounding reviews;
- ix) Impact on system operation; and
- x) Alternatives for mitigating adverse system impacts on affected systems;

B) The final interconnection system impact study report shall provide the following:

- i) The underlying assumptions of the study;
- ii) The results of the analyses;
- iii) A list of any potential impediments to providing the requested interconnection service;
- iv) Required system upgrades; and
- v) A non-binding estimate of cost and time to construct any required system upgrades.

C) The parties shall use an interconnection impact study agreement included as Appendix E unless both parties agree to use an alternative form.

3) The interconnection facilities study shall be conducted as follows:

- A) The interconnection facilities study shall estimate the cost of the equipment, engineering, procurement and construction work, including overheads, needed to implement the conclusions of the interconnection feasibility study and the interconnection system impact study. The interconnection facilities study shall identify:
 - i) The electrical switching configuration of the equipment, including transformer, switchgear, meters and other station equipment;
 - ii) The nature and estimated cost of the EDC's interconnection facilities and system upgrades necessary to accomplish the interconnection; and
 - iii) An estimate for the time required to complete the construction and installation of the facilities.
- B) The EDC may agree to permit an applicant to arrange for a third party to design and construct the required interconnection facilities. In such a case, the EDC shall make all relevant information and required specifications available to the applicant to permit the applicant to obtain an independent design and cost estimate for the facilities, which shall be built in accordance with the EDC's specifications. The applicant shall ensure that any third party with whom it shares the EDC's relevant information and required specifications shall comply with applicable security and confidentiality requirements.
- C) Upon completion of the interconnection facilities study, and after the applicant agrees to pay any just and reasonable costs for the interconnection facilities and system upgrades identified in the interconnection facilities study, the EDC shall provide to the applicant a standard distributed generation interconnection agreement (see Appendix C) for the applicant to sign. The applicant has 10 business days to sign the agreement or the application is deemed withdrawn.
- D) In the event that system upgrades are identified in the impact study that shall be added only in the event that higher-queued customers not yet interconnected eventually complete and interconnect their generation facilities, the applicant may elect to interconnect without paying for such upgrades at the time of the interconnection, provided that it agrees to pay for such upgrades at the time the higher-queued customer is ready to interconnect. If the

applicant does not pay for such upgrades at that time, the EDC shall require the applicant to immediately disconnect its distributed generation facility to accommodate the higher-queued customer.

- E) The parties shall use the interconnection facilities study agreement included as Appendix F unless both parties agree to use an alternative form.
- f) When an EDC determines that it is appropriate to interconnect the distributed generation facility, the EDC shall provide the applicant with a standard distributed generation interconnection agreement. If the interconnection request is denied, the EDC shall provide the applicant with a written explanation as to its reasons for denying interconnection. If the EDC's written explanation demonstrates that the interconnection request was denied for valid reasons, the interconnection request does not retain its queue position.
- g) Within 30 business days after receipt of the standard distributed generation interconnection agreement, the applicant shall provide all necessary information required of the applicant by the agreement. The EDC shall develop all other information required of the EDC by the Agreement. After completing the Agreement, the applicant shall sign and return the agreement to the EDC. If the applicant does not sign and return the agreement within 30 business days after its completion, the interconnection request shall be deemed withdrawn, unless the applicant requests in writing to have the deadline extended by no more than 15 business days. The initial request for extension may not be denied by the EDC. If the applicant does not sign the agreement after the 15 business day extension, the interconnection request shall be deemed withdrawn unless a further extension is agreed to by the parties. If withdrawn, the interconnection request does not retain its queue position. When construction is required, the interconnection of the distributed generation facility shall proceed according to milestones agreed to by the parties in the distributed generation interconnection agreement.
- h) The distributed generation interconnection agreement is not final until:
 - 1) The requirements of the interconnection agreement are satisfied; and
 - 2) The distributed generation facility is approved by any electric code officials with jurisdiction over the interconnection; and
 - 3) The applicant provides a certificate of completion (see Appendix A) to the EDC. Completion of local inspections may be designated on inspection forms used by local inspecting authorities; and
 - 4) The witness test is successfully completed if required by the EDC or if the witness test is waived according to Article 2.1.1 of Appendix C.

Section 467.80 Disputes

- a) A party shall attempt to resolve all disputes regarding interconnection in good faith. A party shall provide prompt written notice of the existence of the dispute, including sufficient detail to identify the scope of the dispute, to the other party in order to attempt to resolve the dispute.
- b) An informal meeting or conference call between the parties shall be held within 10 business days after receipt of the written notice. Persons with decision-making authority from each party shall attend such meeting. In the event said dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each party shall also attend the informal meeting. If parties agree, such a meeting may be conducted by teleconference.
- c) Subsequent to the informal meeting referred to in subsection (b) above, a party may seek resolution of any disputes through the complaint or mediation procedures available at the Consumer Services Division (CSD) of the Commission. Dispute resolution at the Commission will be initially conducted in an informal, expeditious manner to reach resolution with minimal costs and delay. If no resolution is reached after informal discussions, either party may file a formal complaint with the Commission.
- d) Pursuit of dispute resolution shall not affect an interconnection applicant with regard to consideration of an interconnection request or an interconnection applicant's position in the EDC's interconnection queue.

Section 467.90 Records

- a) An EDC shall maintain records specified in this subsection for a minimum of three years:
 - 1) The total number of and the nameplate capacity of the completed interconnection requests received, approved and denied; and
 - 2) The fuel type, total number and the nameplate capacity of distributed generation facilities approved.
- b) An EDC shall provide a public report to the Commission containing the information required in subsection (a) within 90 calendar days after the close of each calendar year. An electronic version, in a legible 12 point font size in PDF (Adobe Acrobat Portable Document Format) shall be delivered to the Commission's offices on CDs (Compact Discs) or DVDs (Digital Video Discs and Digital Versatile Discs). If the computerized version cannot be directly converted

from the word processing document, and must therefore be scanned from paper, it shall be saved in a PDF that includes both image and text to allow indexing.

- c) Each EDC shall retain copies of studies it performs to determine the feasibility of, system impacts of, or facilities required by the interconnection of any distributed generation facility. The EDC shall provide the applicant with copies of any studies performed in analyzing the applicant's interconnection request upon applicant request. However, an EDC has no obligation to provide any future applicants any information regarding prior interconnection requests to the extent that such information would violate security requirements or confidentiality agreements, or it is contrary to ~~law or~~ State or federal ~~regulations~~law.

Section 467.APPENDIX A Certificate of Completion

Certificate of Completion

**(To be completed and returned to the EDC when installation is complete
and final electric inspector approval has been obtained¹)**

Interconnection Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Primary): _____ (Alternate): _____

Facsimile Number: _____ E-Mail Address: _____

Installer

Check if owner-installed ☐

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Primary): _____ (Alternate): _____

Facsimile Number: _____ E-Mail Address: _____

Final Electric Inspection and Interconnection Customer Signature

The distributed generation facility is complete and has been approved by the local electric inspector having jurisdiction. A signed copy of the electric inspector's form indicating final approval is attached. The interconnection customer acknowledges that it shall not operate the distributed generation facility until receipt of the final acceptance and approval by the EDC as provided below.

Signed: _____ Date: _____

(Signature of interconnection customer)

Printed Name: _____

Check if copy of signed electric inspection form is attached ☐

Check if copy of as-built documents is attached ☐

.....

¹ Prior to interconnected operation, the interconnection customer is required to complete this form and return it to the EDC. Use contact information provided on the EDC's web page for generator interconnection to obtain mailing address/fax number/e-mail address

Acceptance and Final Approval for Interconnection (for EDC use only)

The interconnection agreement is approved and the distributed generation facility is approved for interconnected operation upon the signing and return of this Certificate of Completion by EDC:

Electric Distribution Company waives Witness Test? (*Initial*) Yes (_____) No (_____)

If not waived, date of successful Witness Test: _____ Passed: (*Initial*) (_____)

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____

Section 467.APPENDIX B Application

**Large Interconnection Request Application Form
(Greater than 10 MVA)**

Applicant Contact Information

Name: _____

Company: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Primary): _____ (Alternate): _____

Facsimile Number: _____ E-Mail Address: _____

Alternative or Designated Representative Contact Information

Name: _____

Company: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Primary): _____ (Alternate): _____

Facsimile Number: _____ E-Mail Address: _____

Distributed Generation Facility Information

Project Name: _____

Facility Address: _____

City: _____ County: _____ State: _____ Zip Code: _____

Electric Distribution Company (EDC) serving Facility site: _____

Electric Supplier (if different from EDC): _____

Account Number of Facility site (existing EDC customers): _____

Inverter Manufacturer: _____ Model: _____

Equipment Contractor (if known):

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Primary): _____ (Alternate): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor (if known):

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Primary): _____ (Alternate): _____

Facsimile Number: _____ E-Mail Address: _____

License number: _____

Existing Electric Service Information for Customer Facility Where Generator Will Be Interconnected

☐ Check here if there is no existing electric service at the site:

Capacity: _____ (Amps) Voltage: _____ (Volts)

Type of Service: ☐ Single Phase ☐ Three Phase

(If customer-provided) 3 Phase Transformer, Indicate Type

Primary Winding ☐ Wye ☐ Delta

Secondary Winding ☐ Wye ☐ Delta

Transformer Size: _____ Impedance: _____

Point of Interconnection – Brief Description and Address of the Distributed Generation Location:

Intent of Generation (check all that apply):

- ☐ Offset Load (Unit will operate in parallel, but will not export power to EDC)
- ☐ Back-up Generation (Units that temporarily operate in parallel with the electric distribution system for more than 100 milliseconds)
- ☐ Qualified Facility ("QF") under PURPA
- ☐ Other, please describe: _____

Note: Backup units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.

Generator & Prime Mover Information

ENERGY SOURCE (Hydro, Wind, Solar, Process Byproduct, Biomass, Oil, Natural Gas, Coal, etc.):		
ENERGY CONVERTER TYPE (Wind Turbine, Photovoltaic Cell, Fuel Cell, Steam Turbine, etc.):		
GENERATOR SIZE: <input type="checkbox"/> kW or <input type="checkbox"/> kVA	NUMBER OF UNITS:	TOTAL CAPACITY: <input type="checkbox"/> kW or <input type="checkbox"/> kVA
GENERATOR TYPE (Check one): <input type="checkbox"/> Induction <input type="checkbox"/> Inverter <input type="checkbox"/> Synchronous <input type="checkbox"/> Other _____		

Distributed Generation Facility Information

Estimated Commissioning Test Date: _____

Note: Provide the following information to the extent known. The EDC will contact you for additional information that may be needed after reviewing the application.

List interconnection components/system(s) to be used in the distributed generation facility.

Component/System	NRTL Providing Label & Listing
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Please provide copies of manufacturer brochures or technical specifications

Energy Production Equipment/Inverter Information:

☐ Synchronous ☐ Induction ☐ Inverter ☐ Other _____

Rating: _____ kW Rating: _____ kVA

Rated Voltage: _____ Volts

Rated Current: _____ Amps

System Type Tested (Total System): ☐ Yes ☐ No; attach product literature

For Synchronous Machines:

Manufacturer (when available): _____

Model No. (when available) _____ Version No. (when available) _____

Submit copies of the Saturation Curve and the Vee Curve (when available)

☐ Salient ☐ Non-Salient

Rated RPM: _____ Field Amperes: _____ at rated generator voltage and current and _____ % PF over-excited

Type of Exciter: _____

Output Power of Exciter: _____

Type of Voltage Regulator: _____ **Synchronous**

Synchronous Speed: _____ RPM

Winding Connection: _____ Min. Operating Frequency ~~(regarding isolation of generator, if any exists):~~ _____

Generator Connection: ☐ Delta ☐ Wye ☐ Wye Grounded

Direct-axis Synchronous Reactance (X_d) _____ ohms

Direct-axis Transient Reactance (X'_d) _____ ohms

Direct-axis Sub-transient Reactance (X''_d) _____ ohms

Negative Sequence Reactance: _____ ohms

Zero Sequence Reactance: _____ ohms

Neutral Impedance or Grounding Resister (if any): _____ ohms

For Induction Machines:

Manufacturer: _____

Model No. _____ Version No. _____

Locked Rotor Current: _____ Amps

Rotor Resistance (R_r) _____ ohms Exciting Current _____ Amps

Rotor Reactance (X_r) _____ ohms Reactive Power Required: _____

Magnetizing Reactance (X_m) _____ ohms _____ VARs (No Load)

Stator Resistance (R_s) _____ ohms _____ VARs (Full Load)

Stator Reactance (X_s) _____ ohms

Short Circuit Reactance (X''_d) _____ ohms

Phases: ☐ Single ☐ Three-Phase

Frame Size: _____ Design Letter: _____ Temp. Rise: _____ °C.

Reverse Power Relay Information (if applicable)

Manufacturer: _____
Relay Type: _____ Model Number: _____
Reverse Power Setting: _____
Reverse Power Time Delay (if any): _____

Additional Information For Inverter Based Facilities

Inverter Information:

Manufacturer: _____ Model: _____
Type: ☐ Forced Commutated ☐ Line Commutated
Rated Output _____ Watts _____ Volts
Efficiency _____% Power Factor _____%
Inverter UL1741 Listed: ☐ Yes ☐ No

DC Source / Prime Mover:

Rating: _____ kW Rating: _____ kVA
Rated Voltage: _____ Volts
Open Circuit Voltage (If applicable): _____ Volts
Rated Current: _____ Amps
Short Circuit Current (If applicable): _____ Amps

Dedicated Transformer (applicant owned):

Rating: _____ MVA
Voltage Ratio: _____/_____ kV
Fixed Tap Setting: _____
Winding connections: _____
Impedance: _____ % based on transformer rating

Capacitor Bank(s):

Type: _____
Size: _____ MVAR

Other Facility Information:

One Line Diagram attached: ☐ Yes
Plot Plan attached: ☐ Yes

Comments or additional information: _____

Customer Signature

I hereby certify that all of the information provided in this Interconnection Request Application Form is true.

Applicant Signature: _____

Title: _____ Date: _____

An application fee must be submitted before the application can be processed. The application fee is \$15,000.00 for all Large (>10MVA) Distributed Generation Facilities. Of the total application fee, \$5,000.00 is nonrefundable, while the EDC shall apply the remaining \$10,000.00 toward any subsequent studies related to this application.

EDC Acknowledgement

Receipt of the application and fee is acknowledged. This acknowledgement does not preclude the requirement to furnish additional information by the applicant if requested by the EDC when it is necessary for the EDC's review under these procedures. When the applicant has provided all necessary information, the EDC shall notify the applicant in writing.

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____

Section 467.APPENDIX C Contract

STANDARD AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED GENERATION FACILITIES WITH A CAPACITY MORE THAN 10 MVA

This agreement (“Agreement”) is made and entered into this _____ day of _____, by and between _____ (“interconnection customer”), as an individual person, or as a _____ organized and existing under the laws of the State of _____, and _____, (“Electric Distribution Company” (EDC)), a _____ existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, interconnection customer is proposing to, install or direct the installation of a distributed generation facility, or is proposing a generating capacity addition to an existing distributed generation facility, consistent with the interconnection request application form completed by interconnection customer on _____ and included herein as Attachment 9; and

Whereas, the interconnection customer will operate and maintain, or cause the operation and maintenance of the distributed generation facility; and

Whereas, interconnection customer desires to interconnect the distributed generation facility with EDC’s electric distribution system.

Now, therefore, in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all approved interconnection requests for distributed generation facilities that are greater than 10 MVA according to the procedures set forth in Part 467 of the Commission’s rules (83 Ill. Adm. 467) (referred to as the Illinois Large Distributed Generation Interconnection Standard).
- 1.2 This Agreement governs the terms and conditions under which the distributed generation facility will interconnect to, and operate in parallel with, the EDC’s electric distribution system.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer’s power.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the EDC and the interconnection customer.

- 1.5 Terms used in this agreement are defined in Attachment 1 to this Agreement, unless otherwise noted.
- 1.6 Responsibilities of the Parties
- 1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations.
- 1.6.2 The EDC shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.
- 1.6.3 The interconnection customer shall construct, own, operate, and maintain its distributed generation facility and interconnection facilities in accordance with this Agreement.
- 1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of interconnection.
- 1.6.5 The interconnection customer agrees to design, install, maintain and operate its distributed generation facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution or transmission system or any other electric system that is not owned or operated by the EDC.
- 1.7 Parallel Operation Obligations
- Once the distributed generation facility has been authorized to commence parallel operation, the interconnection customer shall abide by all operating procedures established by the applicable technical standards. The EDC shall use relevant technical standards adopted by the applicable regional transmission organization (RTO). If such standards do not exist, the parties shall negotiate adjustments or modifications to the IEEE 1547 technical standard necessary due to electric system conditions or constraints, or to unique generator characteristics. The EDC shall provide the interconnection customer with a written explanation for any departure from parallel operation obligations contained in the published technical standard.
- 1.8 Metering and Data Acquisition Equipment
- The interconnection customer shall be responsible for the cost to purchase, install, operate, maintain, test, repair, and replace metering and data acquisition equipment specified in Attachments 6 and 7 of this Agreement.
- 1.9 Reactive Power
- 1.9.1 The interconnection customers shall design their distributed generation facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times.
- 1.9.2 Any EDC requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in

Attachment 4. Under no circumstance shall the EDC's additional requirements for voltage or reactive power schedules exceed the normal operating capabilities of the distributed generation facility.

- 1.9.3 If the interconnection customer does not operate the distributed generation facility within the power factor range specified in Attachment 4, or does not operate the distributed generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default, and the terms of Article 6.5 apply.

1.10 Standards of Operations

The interconnection customer shall obtain all certifications, permits, licenses and approvals necessary to construct, operate and maintain the facility and to perform its obligations under this Agreement. Interconnection customer is responsible for coordinating and synchronizing the distributed generation facility with the EDC's system. The interconnection customer is responsible for any damage that is caused by the interconnection customer's failure to coordinate or synchronize the distributed generation facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the distributed generation facility after the EDC ceases to energize the line section to which the distributed generation facility is connected. In Attachment 4, the EDC shall specify the shortest reclose time setting for its protection equipment that could affect the distributed generation facility. The EDC shall notify the interconnection customer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment such as a circuit breaker or line recloser, that might affect the distributed generation facility.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The interconnection customer shall test and inspect its distributed generation facility including the interconnection equipment prior to interconnection in accordance with EDC requirements. The interconnection customer shall not operate its distributed generation facility in parallel with EDC's electric distribution system without prior written authorization by the EDC as provided for in Articles 2.1.1-2.1.3. **The EDC's requirements for testing and inspection shall not constitute or be construed as conforming or endorsing the design. Nor are such inspections any warranty of safety, durability or reliability of the interconnection customer's distributed generation facility.**

- 2.1.1 The EDC shall perform a witness test after construction of the distributed generation facility is completed but before parallel operation, unless the EDC specifically waives the witness test. The interconnection customer shall provide the EDC at least 15 business days notice of the planned commissioning test for the distributed generation facility. If the EDC performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection customer to schedule the witness test at a mutually agreeable

time. If the EDC does not perform the witness test within 10 business days after the commissioning test, the witness test is deemed waived unless the parties mutually agree to extend the date for scheduling the witness test, or unless the EDC cannot do so for good cause, in which case, the parties shall agree to another date for scheduling the test. If the witness test is not acceptable to the EDC, the interconnection customer has 30 business days to address and resolve any deficiencies. This time period may be extended upon agreement between the EDC and the interconnection customer. If the interconnection customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of Article 6.5 shall apply. The interconnection customer shall, if requested by the EDC, provide a copy of documentation in its possession regarding testing.

2.1.2 If the interconnection customer conducts interim testing of the distributed generation facility prior to the witness test, the interconnection customer shall obtain permission from the EDC before each occurrence of operating the distributed generation facility in parallel with the electric distribution system. The EDC may, at its own expense, send qualified personnel to the distributed generation facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The EDC is not required to observe such interim testing or precluded from requiring the tests be repeated at the final witness test.

2.1.3 After the distributed generation facility passes the witness test, the EDC shall affix an authorized signature to the certificate of completion and return it to the interconnection customer approving the interconnection and authorizing parallel operation. Such authorization shall not be conditioned or delayed.

2.2 Commercial Operation

The interconnection customer shall not operate the distributed generation facility, except for interim testing as provided in Article 2.1, until such time as the certificate of completion is signed by all Parties.

2.3 Right of Access

The EDC shall have access to the disconnect switch and metering equipment of the distributed generation facility at all times. When practical, the EDC shall provide notice to the interconnection customer prior to using its right of access.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by all Parties and the effective date shall be the date noted in the first paragraph of this Agreement.

3.2 Term of Agreement

This Agreement shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.

3.3 Termination

- 3.3.1 The interconnection customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.
- 3.3.2 Either party may terminate this Agreement after default pursuant to Article 6.5.
- 3.3.3 The EDC may terminate upon 60 calendar days prior written notice for failure of the interconnection customer to complete construction of the distributed generation facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by agreement between the Parties.
- 3.3.4 The EDC may terminate this Agreement upon 60 calendar days prior written notice, if the interconnection customer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the distributed generation facility for a period of 60 calendar days or longer or if the interconnection customer fails to operate the distributed generation facility in parallel with EDC's electric system for three consecutive years.
- 3.3.5 Upon termination of this Agreement, the distributed generation facility will be disconnected from the EDC's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.
- 3.3.6 If the Agreement is terminated, the interconnection customer loses its queue position.

3.4 Temporary Disconnection

A Party may temporarily disconnect the distributed generation facility from the electric distribution system in the event one or more of the following conditions or events occurs:

- 3.4.1 Emergency conditions – shall mean any condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that the EDC determines is likely to cause an adverse system impact, or it is likely to have a material adverse effect on the EDC's electric distribution system, interconnection facilities or other facilities, or it is likely to interrupt or materially interfere with the provision of electric utility service to other customers; or (3) that it is likely to cause a material adverse effect on the distributed generation facility or the interconnection equipment. Under emergency conditions, the EDC or the interconnection customer may suspend interconnection service and temporarily disconnect the distributed generation facility from the electric distribution system. The EDC must notify the interconnection customer when it becomes aware of any conditions that might affect the interconnection customer's operation of the distributed generation facility. The interconnection customer shall notify the EDC when it becomes aware of any condition that might affect the EDC's electric distribution system. To the extent information is known, the notification shall describe the condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2 Scheduled maintenance, construction, or repair – the EDC may interrupt interconnection service or curtail the output of the distributed generation facility and temporarily disconnect the distributed generation facility from the EDC’s electric distribution system when necessary for scheduled maintenance, construction, or repairs on EDC’s electric distribution system. To the extent possible, the EDC shall provide the interconnection customer with notice five business days before an interruption. The EDC shall coordinate the reduction or temporary disconnection with the interconnection customer; however, the interconnection customer is responsible for out-of-pocket costs incurred by the EDC for deferring or rescheduling maintenance, construction or repair at the interconnection customer’s request.
- 3.4.3 Forced outages – the EDC may suspend interconnection service to repair the EDC’s electric distribution system. The EDC shall provide the interconnection customer with prior notice, if possible. If prior notice is not possible, the EDC shall, upon written request, provide the interconnection customer with written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 Adverse system impact – the EDC must provide the interconnection customer with written notice of its intention to disconnect the distributed generation facility, if the EDC determines that operation of the distributed generation facility creates an adverse system impact. The documentation that supports the EDC’s decision to disconnect must be provided to the interconnection customer. The EDC may disconnect the distributed generation facility if, after receipt of the notice, the interconnection customer fails to remedy the adverse system impact unless emergency conditions exist in which case the provisions of Article 3.4.1 apply. The EDC may continue to leave the generating facility disconnected until the adverse system impact is corrected.
- 3.4.5 Modification of the distributed generation facility – the interconnection customer must receive written authorization from the EDC prior to making any change to the distributed generation facility, other than a minor equipment modification. If the interconnection customer modifies its facility without the EDC’s prior written authorization, the EDC has the right to disconnect the distributed generation facility until such time as the EDC concludes, at the interconnection customer’s cost, the modification poses no threat to the safety or reliability of its electric distribution system.
- 3.4.6 The EDC is not responsible for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3.

Article 4. Cost Responsibility for Interconnection Facilities and System Upgrades

4.1 Interconnection Facilities

- 4.1.1 The interconnection customer shall pay for and/or reimburse the EDC, as applicable, for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the interconnection facilities necessary to interconnect the distributed generation facility with the EDC’s electric distribution system, the

estimated cost of those facilities and the estimated time required to build and install those facilities, as well as an estimated date of completion of the building or installation of these facilities.

- 4.1.2 The interconnection customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2 System Upgrades

The EDC shall design, procure, construct, install, and own any system upgrades. The actual cost of the system upgrades, including overheads, shall be directly assigned to and shall be paid by and/or reimbursed by the interconnection customer whose distributed generation facility caused the need for the system upgrades.

Article 5. Billing, Payment, Milestones, and Financial Security

5.1 Billing and Payment Procedures and Final Accounting

- 5.1.1 The EDC shall bill the interconnection customer for the design, engineering, construction, and procurement costs of EDC-provided interconnection facilities and system upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection customer shall pay each bill within 30 calendar days after receipt, or as otherwise agreed to between the Parties.
- 5.1.2 Within 90 calendar days after completing the construction and installation of the EDC's interconnection facilities and system upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and system upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for such interconnection facilities and system upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall make payment to the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. If the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.

- 5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, such Party shall pay in a timely manner all non-disputed portions of its invoice, and such disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations pursuant to this Article.
- 5.2 Interconnection Customer Deposit. At least 20 business days prior to the commencement of the design, engineering, procurement, installation, or construction of a discrete portion of the EDC's interconnection facilities and system upgrades, the interconnection customer shall provide the EDC with a deposit equal to 100% of the estimated, non-binding cost that exceeds the unused application fee amount to design, engineer, procure, install, or construct that particular portion of any such interconnection facilities and/or system upgrades. However, when the estimated date of completion of the interconnection facilities or system upgrades exceeds three months from the date of notification pursuant to Article 4.1.1 of this Agreement, this deposit may be held in escrow by a mutually agreed-upon third-party, with any interest to inure to the benefit of the interconnection customer. The parties may mutually agree to waive or modify the customer deposit requirement if alternative financial security arrangements are made under Article 5.4 of this Agreement.
- 5.3 Milestones. The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 5 of this Agreement. A milestone for any party established under this provision may be extended by mutual agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a force majeure event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and propose the earliest reasonable alternate date by which it can attain this and future milestones. The appropriate amendments shall be made to Attachment 5. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment.
- 5.4 Alternative Financial Security Arrangements. By mutual agreement of the parties, as an alternative to the customer deposit requirement in Article 5.2, the parties may agree to provide the EDC with a guarantee, surety bond, letter of credit or other form of security that is reasonably acceptable to the EDC and is consistent with the Uniform Commercial Code of the jurisdiction where the point of interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, engineering, procuring, and installing the applicable portion of the interconnection facilities and system upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the EDC under this Agreement. In addition:
- 5.4.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the EDC, and contain terms and conditions that guarantee payment of any amount that may be due from the interconnection Customer, up to an agreed-to maximum amount.

- 5.4.2 The letter of credit or surety bond must be issued by a financial institution or insured reasonably acceptable to the EDC and must specify a reasonable expiration date.

Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default

6.1 Assignment

This Agreement may be assigned by either Party. If the interconnection customer attempts to assign this agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the EDC. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers consolidations, transfers or a sale of a substantial portion of the Party's assets between the Party and another entity), of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection customer can assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the distributed generation facility.

6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

6.3.2 The interconnection customer shall indemnify and defend the EDC and the EDC's directors, officers, employees, agents, from all damages and expenses resulting from a third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of or performance under this Agreement.

- 6.3.3 The EDC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the EDC's (a) negligence or willful misconduct or (b) breach of performance under this Agreement.
- 6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify or a delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.
- 6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
- 6.4 Force Majeure
 - 6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or a similar type of event. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.
 - 6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event (Affected Party) shall notify the other Party of the existence of the force majeure event within one business day or as soon as possible. The notification must specify the circumstances of the force majeure event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day or as soon as reasonably possible. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement (other

than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

6.5 Default

- 6.5.1 No default shall exist when the failure to discharge an obligation (other than the payment of money) results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2 A Party shall be in default (“Default”) of this Agreement if (1) it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure such failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure such default; provided however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after original notice and complete such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.
- 6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure such default. In the case of default, the EDC shall continue to have the right of access to the customer’s disconnect switch and metering equipment, as provided in Article 2.3.
- 6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

Article 7. Insurance

The EDC and the interconnection customer shall negotiate the amounts of the comprehensive/general liability insurance coverage that shall be continuously maintained by the interconnection customer during the term of this agreement. The interconnection customer agrees to provide the EDC with at least 30 calendar days advance written notice of cancellation, a reduction in limits, or non-renewal of any insurance policy required herein.

Article 8. Dispute Resolution

- 8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this section in a good faith manner.
- 8.2 If there is a dispute between the Parties about an interpretation of the Agreement, the aggrieved Party shall issue a written notice to the other Party to the agreement that specifies the dispute and the Agreement articles that are disputed.
- 8.3 A meeting between the Parties shall be held within ten calendar days after receipt of the written notice. Persons with decision-making authority from each Party shall attend such meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. The meeting may be conducted by teleconference.
- 8.4 After the first meeting, each Party may seek resolution through complaint or mediation procedures available at the Commission. The Commission may designate an engineer from the Commission's Energy Division to assist in resolving the dispute. Dispute resolution shall be conducted in a manner designed to minimize costs and delay. Dispute resolution may be conducted by phone.
- 8.5 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's queue position.
- 8.6 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

Article 9. Miscellaneous

9.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against EDC or interconnection customer, regardless of the involvement of either Party in drafting this instrument.

9.2 Amendment

Modification of this Agreement shall be only by a written instrument duly executed by both Parties.

9.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

9.4 Waiver

- 9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- 9.4.2. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated, shall not constitute a waiver or relinquishment of any rights set out herein, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting such waiver or relinquishing any such right(s). Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition herein.

9.5 Entire Agreement

Except as provided in Article 9.1, this Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the distributed generation facility or the interconnection facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from using the services of any subcontractor it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.

Article 10. Notices

10.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

If to EDC:

EDC: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other Party and not required by this Agreement to be in writing may be given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out above.

10.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

If to EDC:

EDC: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

EDC's Operating Representative: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

10.4 Changes to the Notice Information

Either Party may change this notice information by giving five business days written notice before the effective date of the change.

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Interconnection Customer:

Name: _____

Title: _____

Date: _____

For EDC:

Name: _____

Title: _____

Date: _____

Attachment 1

Definitions

Adverse system impact – A negative effect that compromises the safety or reliability of electric distribution or transmission systems or that materially affects the quality of electric service provided to customers. ~~When determining if a~~An adverse system impact ~~exists, an EDC~~ shall take into consideration all higher queued requests in all of the EDC's interconnection queues, whether transmission, distribution subject to the jurisdiction of the Commission, or subject to the jurisdiction of another state regulatory authority.

Applicable laws and regulations – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority, having jurisdiction over the parties.

Business day – Monday through Friday, excluding State and federal holidays.

Calendar day – Any day, including Saturdays, Sundays and State and federal holidays.

Certificate of completion – A certificate, in a form approved by the Commission, which contains information about the interconnection equipment to be used, its installation and local inspections (see Appendix A).

Commissioning test – ~~A Test~~ applied to a distributed generation facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts and performs to the submitted specifications. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified IEEE Standard 1547 Section 5.4 “Commissioning tests.”

Distributed generation facility – The equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system. A distributed generation facility typically includes an electric generator, prime mover, and the interconnection equipment required to safely interconnect with the electric distribution system or a local electric power system.

Electric distribution company (“EDC”) – Any electric utility ~~entity~~ subject to the jurisdiction of the Illinois Commerce Commission.

Electric distribution system – The facilities and equipment owned and operated by the EDC and used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 100 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

Force majeure event – Shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A force majeure event does not include an act of gross negligence or intentional wrongdoing.

Governmental authority – Any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the interconnection customer, EDC or any affiliate thereof.

IEEE Standard 1547 – The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York, NY 10016-5997, Standard 1547 (2003) “Standard for Interconnecting Distributed Resources with Electric Power Systems.”

IEEE Standard 1547.1 – The IEEE Standard 1547.1 (2005) “Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.”

Interconnection agreement (“Agreement”) – This agreement between the interconnection customer and the EDC governing the connection of the distributed generation facility to the EDC’s electric distribution system and the ongoing operation of the distributed generation facility after it is connected to the EDC’s electric distribution system.

Interconnection customer – The entity entering into this Agreement for the purpose of interconnecting a distributed generation facility to the EDC’s electric distribution system.

Interconnection equipment – A group of components or an integrated system owned and operated by the interconnection customer that connects an electric generator with a local electric power system, as that term is defined in Section 3.1.6.2 of IEEE Standard 1547, or with the electric distribution system. Interconnection equipment is all interface equipment including switchgear, protective devices, inverters or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection facilities – Facilities and equipment required by the EDC to accommodate the interconnection of a distributed generation facility. Collectively, interconnection facilities include all facilities and equipment between the distributed generation facility’s interconnection equipment and the point of interconnection, including any modifications or additions necessary to physically and electrically interconnect the distributed generation facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include system upgrades.

Interconnection request – An ~~interconnection customer~~applicant's request, on the required form, for the interconnection of a new distributed generation facility, or to increase the capacity or change the operating characteristics of an existing distributed generation facility that is interconnected with the EDC's electric distribution system.

Line section – That portion of an electric distribution system connected to an interconnection customer's site, bounded by automatic sectionalizing devices and/or the end of the distribution line.

Parallel operation or **parallel** – The state of operation which occurs when a distributed generation facility is connected electrically to the electric distribution system.

Point of interconnection – The point where the distributed generation facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term "point of common coupling" defined in 3.1.13 of IEEE Standard 1547.

Queue position – The order an EDC receives a completed interconnection request relative to that specific EDC's other interconnection requests. It is established by the date that the EDC receives the completed interconnection request.

System upgrade – A required addition to the electric distribution or transmission system to accommodate the interconnection of the distributed generation facility. System upgrades do not include interconnection facilities.

Witness test – Verification by the EDC either by on-site observation or review of documents that the interconnection installation evaluation required by the applicable technical standards have been performed

Attachment 2

Construction Schedule, Proposed Equipment & Settings

This attachment shall include the following:

1. The proposed construction schedule for the distributed generation facility.
2. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, and metering equipment.
3. Component specifications for equipment identified in the one-line diagram.
4. Component settings.
5. Proposed sequence of operations.
6. A three line diagram showing current potential circuits for protective relays.
7. Relay tripping and control schematic diagram.

Attachment 3
Description, Costs and Time Required to Build and Install EDC's
Interconnection Facilities and System Upgrades

This attachment is to be completed by the EDC and shall include the following:

1. Required interconnection facilities and system upgrades.
2. An estimate of itemized costs charged by EDC for interconnection, including overheads, based on results from prior studies.
3. An estimate for the time required to build and install the EDC's interconnection facilities and system upgrades based on results from prior studies and an estimate of the date upon which said facilities will be completed.

Attachment 4

Operating Requirements for Distributed Generation Facilities Operating in Parallel

The EDC shall list specific operating practices pursuant to Article 1.9 and 1.10 of this Agreement and the conditions under which each listed specific operating practice applies.

Attachment 5

Milestones

This attachment shall list the milestones identified by mutual agreement of the parties pursuant to Article 5.3 of this Agreement.

Attachment 6

Monitoring and Control Requirements

The EDC may request a variance to the EDC's published monitoring and control requirements if necessary due to electric system conditions, constraints or unique generator characteristics. A written explanation of any modifications shall be provided below.

This attachment is to be completed by the EDC and shall include the following:

1. The EDC's monitoring and control requirements along with a reference to the EDC's written requirements documents from which these requirements are derived.
2. An internet link to the requirements documents.
3. An explanation of any modifications to the EDC's published monitoring and control requirements.

Attachment 7

Metering Requirements

Any metering required for a distributed generation interconnection shall be installed, operated, and maintained in accordance with applicable EDC tariffs and agreements.

This attachment is to be completed by the EDC and shall include the following:

1. The metering requirements for the distributed generation facility.
2. Identification of the appropriate tariffs that establish these requirements.
3. An internet link to these tariffs.

Attachment 8

As-Built Documents

This attachment is to be completed by the interconnection customer and shall include the following:

When it returns the certificate of completion to the EDC, the interconnection customer shall provide the EDC with documents detailing the as-built status of the following:

1. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, and metering equipment.
2. Component specifications for equipment identified in the one-line diagram.
3. Component settings.
4. Sequence of operations.
5. A three line diagram showing current potential circuits for protective relays.
6. Relay tripping and control schematic diagram.

Attachment 9

Application and Supporting Documentation

Attached hereto are the interconnection customer's ~~I~~interconnection ~~R~~request ~~A~~application ~~F~~form and all other supporting documents used by the ~~P~~parties to determine the requirements for connecting the ~~D~~distributed ~~G~~generation ~~F~~facility.

Section 467.APPENDIX D Interconnection Feasibility Study Agreement

Interconnection Feasibility Study Agreement

This agreement (“Agreement”) is made and entered into this _____ day of _____ by and between _____ (“interconnection customer”), as an individual person, or as a _____ organized and existing under the laws of the State of _____, and _____ (“Electric Distribution Company” (EDC)), a _____ existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, interconnection customer is proposing to develop a distributed generation facility or modify an existing distributed generation facility consistent with the interconnection request application form submitted by interconnection customer on _____; and

Whereas, interconnection customer desires to interconnect the distributed generation facility with EDC’s electric distribution system; and

Whereas, interconnection customer has requested EDC to perform an interconnection feasibility study to assess the feasibility of interconnecting the proposed distributed generation facility to EDC’s electric distribution system;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. All terms defined in Section 467.20 of the Illinois Large Distributed Generation Interconnection Standard shall have the meanings indicated in those Rules when used in this Agreement.
2. Interconnection customer elects and EDC shall cause to be performed an interconnection feasibility study consistent with Section 467.70 of the Illinois Large Distributed Generation Interconnection Standard.
3. The scope of the interconnection feasibility study shall be based upon the information set forth in the interconnection request application form and Attachment A to this Agreement.
4. The interconnection feasibility study shall be based on the technical information provided by interconnection customer in the interconnection request application form, as modified with the agreement of the parties. EDC has the right to request additional technical information from interconnection customer during the course of the interconnection feasibility study. If the interconnection customer modifies its interconnection request, the time to complete the interconnection feasibility study may be extended by the EDC.
5. In performing the study, EDC shall rely on existing studies of recent vintage to the extent practical. The interconnection customer will not be charged for such existing studies;

however, interconnection customer is responsible for the cost of applying any existing study to the interconnection customer specific requirements and for any new study that the EDC performs.

6. The interconnection feasibility study report must provide the following information:
 - 6.1 Identification of any equipment short circuit capability limits exceeded as a result of the interconnection,
 - 6.2 Identification of any thermal overload or voltage limit violations resulting from the interconnection, and
 - 6.3 A description and non-binding estimated cost of facilities required to interconnect the distributed generation facility to EDC's electric distribution system as required under Section 467.70(e)(1) of the Illinois Large Distributed Generation Interconnection Standard.
7. Interconnection customer shall provide a study deposit equal to 100 percent of the estimated non-binding study costs if the initial application fee deposit has been depleted. If the initial application fee deposit has been depleted, the study will not commence until the study deposit has been received by the EDC.
8. The interconnection feasibility study shall be completed and the results shall be transmitted to interconnection customer within 45 business days after this Agreement is signed by the Parties or the complete study deposit has been received by the EDC, whichever is later.
9. Study fees shall be based on actual costs and will be invoiced to interconnection customer after the study is transmitted to interconnection customer. The invoice must include an itemized listing of employee time and costs expended on the study.
10. Interconnection customer shall pay any actual study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice. EDC shall refund any excess deposit amount without interest within 30 calendar days of the invoice.

In witness whereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of interconnection customer]

Signed: _____

Name (Printed): _____ Title: _____

[Insert name of EDC]

Signed: _____

Name (Printed): _____ Title: _____

Attachment A to Interconnection Feasibility Study Agreement
Assumptions Used in Conducting the Interconnection Feasibility Study

The interconnection feasibility study will be based upon the information in the interconnection request application form.

Information concerning the point of interconnection and configuration to be studied that is not otherwise provided in the application.

Note: To be completed by mutual agreement of the parties. Any additional assumptions (explained below) may be provided by either the interconnection customer or the EDC.

Section 467.APPENDIX E Interconnection System Impact Study Agreement

Interconnection System Impact Study Agreement

This agreement (“Agreement”) is made and entered into this _____ day of _____ by and between _____ (“interconnection customer”), as an individual person, or as a _____ organized and existing under the laws of the State of _____, and _____ (“Electric Distribution Company” (EDC)), a _____ existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, interconnection customer is proposing to develop a distributed generation facility or modify an existing distributed generation facility consistent with the interconnection request application form completed by interconnection customer on _____; and

Whereas, interconnection customer desires to interconnect the distributed generation facility to EDC’s electric distribution system; and

Whereas, EDC has completed an interconnection feasibility study and provided the results of said study to interconnection customer (this recital to be omitted if the Parties have agreed to forego the interconnection feasibility study); and

Whereas, interconnection customer has requested EDC to perform an interconnection system impact study to assess the impact of interconnecting the distributed generation facility to EDC’s electric distribution system;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. All terms defined in Section 467.20 of the Illinois Large Distributed Generation Interconnection Standard shall have the meanings indicated in those Rules when used in this Agreement.
2. Interconnection customer elects and EDC shall cause to be performed an interconnection system impact study consistent with Section 467.70 of the Illinois Large Distributed Generation Interconnection Standard.
3. The scope of the interconnection system impact study shall be based upon the information set forth in the interconnection request application form and in Attachment A to this Agreement.
4. The interconnection system impact study shall be based upon the interconnection feasibility study and the technical information provided by interconnection customer in the interconnection request application form. EDC reserves the right to request additional technical information from interconnection customer. If interconnection customer modifies its proposed point of interconnection, interconnection request, or the technical

information provided therein is modified, the time to complete the interconnection system impact study may be extended.

5. The interconnection system impact study report shall provide the following information:
 - 5.1 Identification of any equipment short circuit capability limits exceeded as a result of the interconnection,
 - 5.2 Identification of any thermal overload or voltage limit violations resulting from the interconnection,
 - 5.3 Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection, and
 - 5.4 Description and non-binding estimated cost of facilities required to interconnect the distributed generation facility to EDC's electric distribution system and to address the identified short circuit, thermal overload, voltage, and instability issues as required under Section 467.70(e)(2) of the Illinois Large Distributed Generation Interconnection Standard.
6. Interconnection customer shall provide a study deposit equal to 100 percent of the estimated non-binding study costs if the initial application fee deposit has been depleted. If the initial application fee deposit has been depleted, the study will not commence until the study deposit has been received by the EDC.
7. The interconnection system impact study, if required, shall be completed and the results transmitted to interconnection customer within 45 business days after this Agreement is signed by the Parties or the complete study deposit has been received by the EDC, whichever is later.
8. Study fees shall be based on actual costs and shall be invoiced to interconnection customer after the study is transmitted to interconnection customer. The invoice shall include an itemized listing of employee time and costs expended on the study.
9. Interconnection customer shall pay any study costs that exceed the deposit within 30 calendar days on receipt of the invoice. EDC shall refund any excess deposit amount within 30 calendar days of the invoice.

In witness thereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of interconnection customer]

Signed: _____

Name (Printed): _____ Title: _____

[Insert name of EDC]

Signed: _____

Name (Printed): _____ Title: _____

Attachment A to Interconnection System Impact Study Agreement
Assumptions Used in Conducting the Interconnection System Impact Study

The interconnection system impact study shall be based upon the results of the interconnection feasibility study, subject to any modifications in accordance with Section 467.70 of the Illinois Distributed Generation Interconnection Standard, and the following assumptions:

Point of interconnection and configuration to be studied to the extent it is different from the information provided in the application or feasibility study.

Note: To be completed by mutual agreement of the parties. Any additional assumptions (explained below) may be provided by either the interconnection customer or the EDC.

Section 467.APPENDIX F Interconnection Facilities Study Agreement

Interconnection Facilities Study Agreement

This agreement (“Agreement”) is made and entered into this _____ day of _____ by and between _____ (“interconnection customer”), as an individual person, or as a _____ organized and existing under the laws of the State of _____, and _____ (“Electric Distribution Company” (EDC)), a _____ existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, interconnection customer is proposing to develop a distributed generation facility or modify an existing distributed generation facility consistent with the interconnection request application form completed by interconnection customer on _____; and

Whereas, interconnection customer desires to interconnect the distributed generation facility with EDC’s electric distribution system; and

Whereas, EDC has completed an interconnection system impact study and provided the results of said study to interconnection customer; and

Whereas, interconnection customer has requested EDC to perform an interconnection facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to interconnect the distributed generation facility;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. All terms defined in Section 467.20 of the Illinois Large Distributed Generation Interconnection Standard shall have the meanings indicated in those Rules when used in this Agreement.
2. Interconnection customer elects and EDC shall cause an interconnection facilities study consistent with Section 467.70 of the Illinois Large Distributed Generation Interconnection Standard.
3. The scope of the interconnection facilities study shall be determined by the information provided in Attachment A to this Agreement.
4. An interconnection facilities study report (1) shall provide a description, estimated cost of system upgrades, and a schedule for required facilities to interconnect the distributed generation facility to EDC’s electric distribution system; and (2) shall address all issues identified in the interconnection system impact study (or identified in this study if the

- system impact study is combined herein).
5. Interconnection customer shall provide a study deposit equal to 100 percent of the estimated non-binding study costs if the initial application fee deposit has been depleted.
 6. In cases where no system upgrades are required, the interconnection facilities study shall be completed and the results shall be transmitted to interconnection customer within 15 business days after this Agreement is signed by the Parties. In cases where system upgrades are required, the interconnection facilities study shall be completed and the results shall be transmitted to interconnection customer within 35 business days after this Agreement is signed by the Parties or the complete study deposit has been received by the EDC, whichever is later. The study will not commence until the deposit has been received by the EDC.
 7. Study fees shall be based on actual costs and will be invoiced to interconnection customer after the study is transmitted to interconnection customer. The invoice shall include an itemized listing of employee time and costs expended on the study.
 8. Interconnection customer shall pay any actual study costs that exceed the deposit within 30 calendar days on receipt of the invoice. EDC shall refund any excess deposit amount within 30 calendar days of the invoice.

In witness whereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of interconnection customer]

Signed: _____

Name (Printed): _____ Title: _____

[Insert name of EDC]

Signed: _____

Name (Printed): _____ Title: _____

Attachment A to Interconnection Facilities Study Agreement

Minimum Information That Interconnection Customer Must Provide With the Interconnection Facilities Study Agreement.

Provide location plan and simplified one-line diagram of the distributed generation facilities.

For staged projects, please indicate size and location of planned additional future generation.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT).

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps.

One set of metering is required for each generation connection to the EDC's electric distribution system.

Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No _____.

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total distributed generation capacity? Yes _____ No _____ (Please indicate on the one-line diagram).

What type of control system or PLC will be located at the distributed generation facility?
_____.

What protocol does the control system or PLC use? _____.

Please provide a scale drawing of the site. Indicate the point of common coupling, distribution line, and property lines.

Number of third party easements required for EDC's interconnection facilities:
_____.

To be completed in coordination with EDC.

Is the distributed generation facility located in EDC's service area? Yes _____ No _____

If No, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____